

### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5422**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on July 27, 2015. LOCATION: MANTON FIELD OFFICE, 521 N MICHIGAN, MANTON, MI 49663.

ROAD WORK AND LANDING LOCATIONS.

PROSPECTUS NOTE: BROWN ASPEN 63-007-15-01
THIS IS A WINTER/FROZEN GROUND SALE ONLY, NO CUTTING DURING DEER SEASON. ACCESS
THROUGH PRIVATE LAND IS THE BEST ACCESS OPTION, AND PERMISSION HAS BEEN AQUIRED BY
THE DNR. CONTACT BLAIR TWEEDALE (231) 775-9727 X. 2047 WITH ANY ACCESS QUESTIONS. A
PRE-BID MEETING IS SCHEDULED FOR JULY 21, 2015 AT 10:00AM ONSITE TO DISCUSS ACCESS

The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, CADILLAC MANAGEMENT UNIT, for certain timber on the following described lands:

WINTER HAM (63-004-15-01) / T24N, R08W, SEC. 13, NENE, SENE, SWNE, NWSW, NESW. Missaukee County, Advertised Price \$14,520.50, 50.0 Acres

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

BROWN ASPEN (63-007-15-01) / T23N, R06W, SEC. 01, SWSW,SESW,SWSE,SESE. Missaukee County, Advertised Price \$25,729.40, 63.0 Acres

SALE NOTE: Access may be through private land.

<u>ASPEN PIPE</u> (63-043-14-01) / T21N, R05W, SEC. 20, NWSW, SWSW. Missaukee County, Advertised Price \$9,879.10, 21.0 Acres

#### BID INSTRUCTIONS (VER. 10/01/2014):

#### 1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, MANTON OFFICE, 521 N MICHIGAN, MANTON, MI 49663, no later than 3:00 p.m. (local time) on July 27, 2015. For further information concerning this sale, contact Jim Malloy at 231-824-3591 extension 10.

#### 2. Bidder's Qualifications (2/12)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

#### 3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

#### 4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

#### 5. Public Opening of Sealed Bids (6/13)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

#### 6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

#### 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

#### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

#### 9. Timber Sale Contract (9/14)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber

sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

#### 11. Certification and Chain-of-Custody (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

#### WINTER HAM (63-004-15-01)

T24N, R08W, SEC. 13.

Missaukee County (Advertised Price \$14,520.50)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Sawlogs			
Mixed Aspen	14.00 MBF	\$	81.00 / MBF
Red Maple	12.00 MBF	\$	78.00 / MBF
Red Oak	15.00 MBF	\$	180.00 / MBF
Pulpwood			
Balsam Fir	149.00 Cords	\$	6.50 / Cord
Mixed Aspen	263.00 Cords	\$	16.80 / Cord
Red Maple	208.00 Cords	\$	11.00 / Cord
Red Oak	54.00 Cords	\$	14.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,271.00:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Beech	3.00 MBF	\$	61.00 / MBF
Pulpwood			
Basswood	18.00 Cords	\$	11.70 / Cord
Beech	30.00 Cords	\$	6.50 / Cord
Paper Birch	22.00 Cords	\$	6.50 / Cord
Sugar Maple	21.00 Cords	\$	13.15 / Cord
White Ash	27.00 Cords	\$	9.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.90 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- A bond in the amount of \$800.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
- (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
- (b) The 10% down payment will be credited towards the first unit cut.
- (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

01

50%

02

50%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2018.

#### **Sale Specific Conditions & Requirements**

Sale Name: Winter Ham Sale Number: 63-004-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red paint. Exterior boundary lines against private property are marked with blue paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH except do not cut oak, cedar or hemlock...

#### 2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 1, oak and sugar maple trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all aspen, ash, beech and red maple. Do not cut any cedar or hemlock.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows. Any new roads constructed will be closed with a berm and slash placed at various intervals within the road way.

#### 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary highway and stream crossing permits that may be required.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (10/13)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape

up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 2 cutting and skidding are limited to the period of Dec. 1st to March 1st. This restriction is because of low wet areas and to promote better sprouting.

#### 5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) 1unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.5 - Dead and down creation, reptiles and amphibians (2/05)

To encourage reptiles and amphibians, within unit(s) 2 leave one 14" DBH or greater full-length tree on the ground, with the top still intact, per acre These trees shall be evenly scattered through out the unit(s) and identified by blue flagging. This tree may also be painted as a leave tree so as not to be removed.

#### 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

#### 5.2.39 - ORV trail/route protection (12/12)

The North Missaukee is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the wet soils.

#### 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

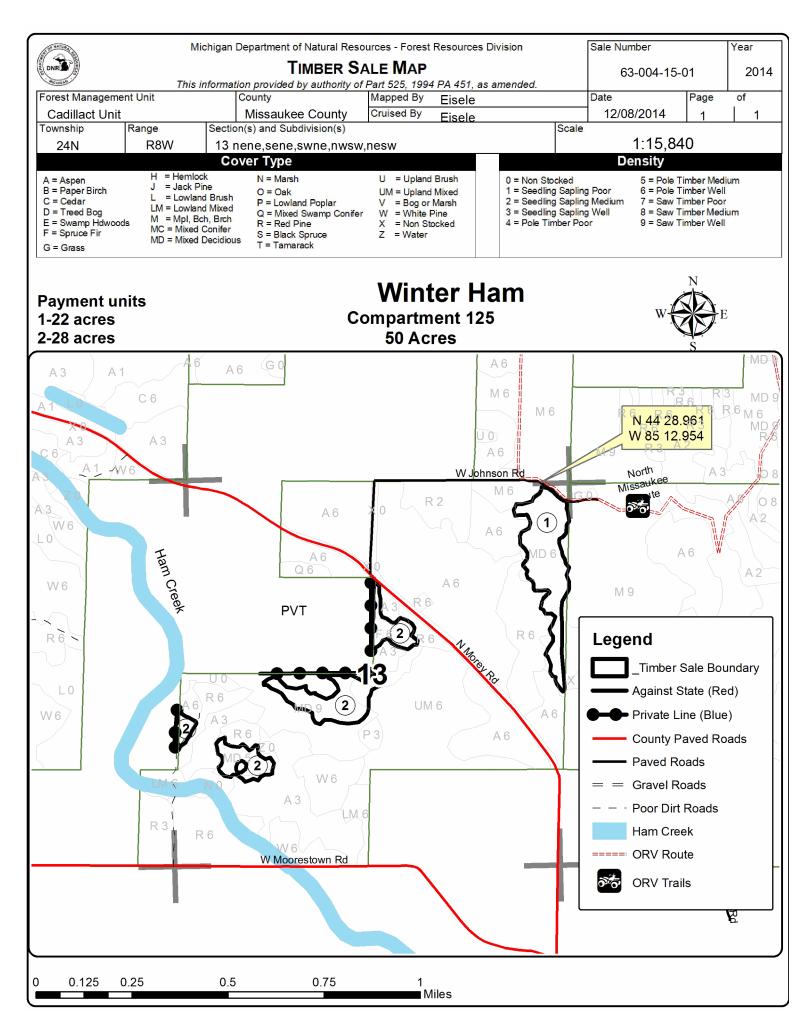
#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Morey Rd. prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on North Missaukee trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 1/12/2015 11:00:36AM



#### TIMBER SALE INFORMATION

#### BROWN ASPEN (63-007-15-01)

T23N, R06W, SEC. 01.

Missaukee County (Advertised Price \$25,729.40)

SALE NOTE: Access may be through private land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ADVERTISED PRICE		
Pulpwood					
Mixed Aspen	1,310.00 Cords	\$	17.85 / Cord		
Mixed Softwood	242.00 Cords	\$	7.70 / Cord		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$482.50:

PRODUCTS & SPECIES **ESTIMATED UNITS\*** ADVERTISED PRICE Pulpwood Mixed Hardwood 50.00 Cords 9.65 / Cord

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$3,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

01

PERCENT OF TOTAL SALE VALUE

55% 02 45%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2017.

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.95 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **Sale Specific Conditions & Requirements**

Sale Name: Brown Aspen Sale Number: 63-007-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and/or pink paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Lowland area boundary for retention is marked out with pink paint. The painted boundary line trees are not Included Timber and are to be protected. Northern portions of the sale boundary is a natural stand boundary. In this area, the harvest boundary stops at the alder swamp.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1 and 2, cut all aspen and mixed hardwood trees that are two (2) inches or more at DBH.

EXCEPTION: Do not cut any balsam fir under four (4) inch DBH. DO NOT CUT OAK or CEDAR.

#### 2.1.11 - Description of timber note (2/04)

Note that Mixed softwoods is 95% balsam fir and 5% black spruce. Mixed harwoods is approximately 95% red maple and 5% paper birch and black cherry combined.

#### 2.2 - Utilization

#### 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (breaking of the cambium layer, broken tops or bending trees from thier natural position) is not acceptable. Damage to residuals will be charged at three times the tree value.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. These culverts will not be removed at the end of operations.

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.8 - Road work (1) (8/07)

The follow roadwork is required: The purchaser will need to purchase and spread approximately 100 -150 yards of pit run, or a suitable material to up-grade the road for access and hauling. Fill material and grading must occur as needed to allow travel of two-wheel drive traffic on the access road for the duration of the sale.

#### 42 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins.

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land has been obtained by the DNR. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

#### 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

#### 4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2, cutting, skidding, and hauling are not permitted during the period of 4/01 to 12/01. This restriction is to protect sensitive soils and access roads. HARVEST IN WINTER FROZEN CONDITIONS ONLY. Access road work prior to harvest can be done in dry summer/fall conditions, with written permission from DNR and/or private landowner. Once harvest operations have started, the entire sale must be completed, unless Unit manager or his/her representative approve re-entry the following winter.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two trees, nine (9) inches or

larger in diameter on the ground for every two acres. They should be scattered throughout the sale, and if possible, the trees should be felled so they overlap.

#### 5.2.17 - Crane Mats/Timber Mats (10/14)

Approximately 100 feet of Crane Mats /Timber Mats or something similar must be used on skid trails at locations shown on the Timber Sale Map. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette ICC and the Grayling Field Office. Contact the sale administrator for specific details. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$350.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

#### 5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded per instructions of the sale administrator

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

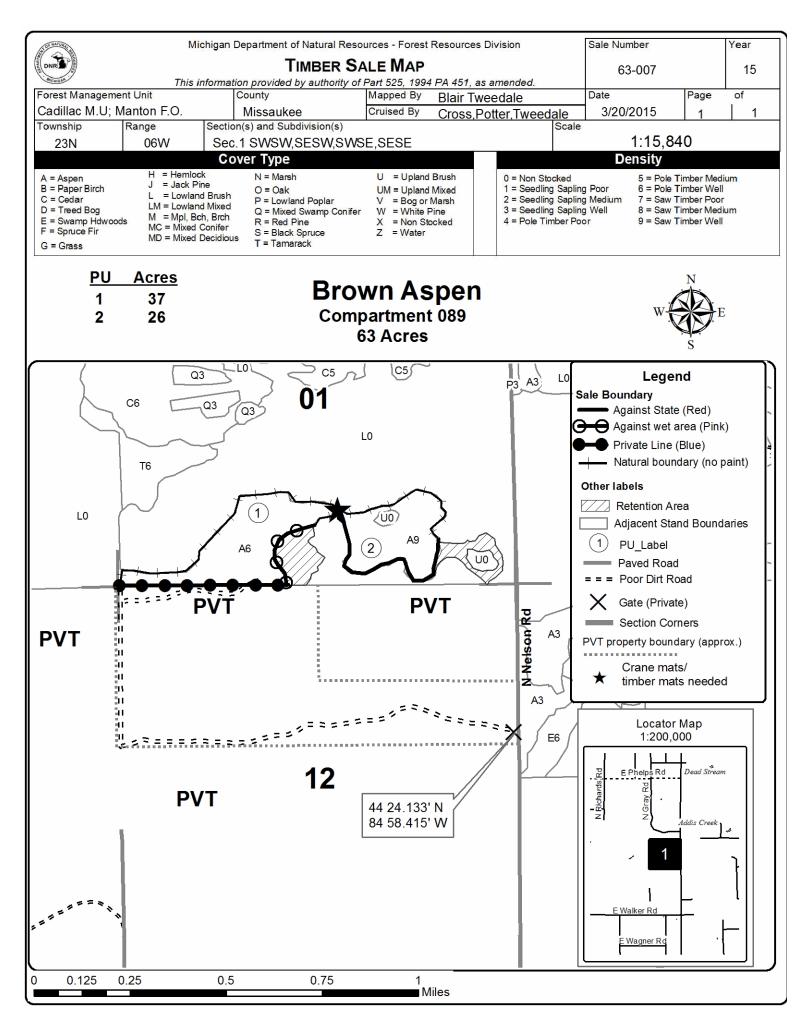
#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.5 - Weather related extension (1/13)

If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.

Section Name: Sale Specific Current as of 6/1/2015 8:43:15AM



#### TIMBER SALE INFORMATION

#### ASPEN PIPE (63-043-14-01)

T21N, R05W, SEC. 20.

Missaukee County (Advertised Price \$9,879.10)

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADV	ERTISED PRICE
Sawlogs			
Mixed Aspen	34.60 MBF	\$	93.00 / MBF
Pulpwood			
Mixed Aspen	221.00 Cords	\$	19.95 / Cord
Red Maple	53.00 Cords	\$	12.15 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,608.40:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Balsam Fir	2.30 MBF	\$	30.00 / MBF
Red Maple	4.60 MBF	\$	95.00 / MBF
Red Oak	2.10 MBF	\$	182.00 / MBF
Pulpwood			
Balsam Fir	51.00 Cords	\$	6.80 / Cord
Paper Birch	17.00 Cords	\$	13.30 / Cord
Red Oak	3.00 Cords	\$	15.60 / Cord
White Pine	6.00 Cords	\$	16.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 26.89 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2017.

#### **Sale Specific Conditions & Requirements**

Sale Name: Aspen Pipe Sale Number: 63-043-14-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s), cut all trees that are two (2) inches or more at DBH.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Merit Energy. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

#### 5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 3 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.1.6 - Utility R.O.W. (10/08)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

#### 5.2 - Conduct of Operations

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s), cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of the wet nature of the northern edge of the stand, and to protect the integrity of the pipeline.

#### 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the pipeline without permission of the pipeline company.

#### 5.4 - Soil Protection

#### 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the drainages along the northern edge of the stand. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

#### 5.4.7 - Rutting restriction, Riparian Management Zone (RMZ) (1/09)

Within the Riparian Management Zone (RMZ), as shown on the attached Timber Sale Map, operations are to cease

immediately if equipment and weather conditions result in rutting of roads and skid trails which is 6 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

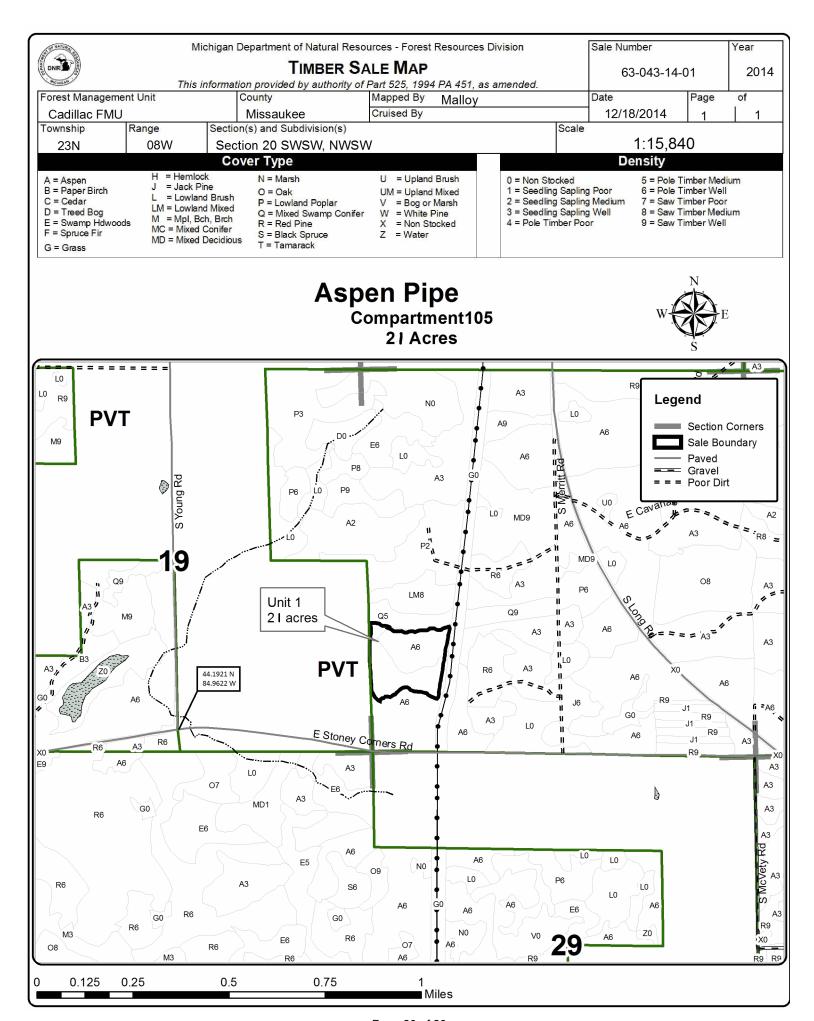
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Stoney Corners Rd prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 12/18/2014 2:49:07PM



#### **BID FORM**

#### <u>WINTER HAM (63-004-15-01)</u> T24N, R08W, SEC. 13, Missaukee County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 27, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATEI</u>	<u>D UNITS*</u>	AD\	<u>/ERTISED PRICE</u>	<u>BID PF</u>	RICE
Sawlogs						
Mixed Aspen	14.00	MBF	\$	81.00 / MBF	\$	/ MBF
Red Maple	12.00	MBF	\$	78.00 / MBF	\$	/ MBF
Red Oak	15.00	MBF	\$	180.00 / MBF	\$	/ MBF
Pulpwood						
Balsam Fir	149.00	Cords	\$	6.50 / Cord	\$	/ Cord
Mixed Aspen	263.00	Cords	\$	16.80 / Cord	\$	/ Cord
Red Maple	208.00	Cords	\$	11.00 / Cord	\$	/ Cord
Red Oak	54.00	Cords	\$	14.90 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,271.00:

PRODUCTS & SPECIES	ESTIMATED UNI	ITS* A	DVERTISED PRICE
Sawlogs			
Beech	3.00 MBF	\$	61.00 / MBF
Pulpwood			
Basswood	18.00 Cord	ds \$	11.70 / Cord
Beech	30.00 Cord	ds \$	6.50 / Cord
Paper Birch	22.00 Cord	ds \$	6.50 / Cord
Sugar Maple	21.00 Cord	ds \$	13.15 / Cord
White Ash	27.00 Cord	ds \$	9.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.90 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIAL SECU	IRITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.
ndividual	or company representative's signature	re:		Date:
Phone nu	mber :	Email (d	optional):	



Michigan Department of Natural Resources & Environment Forest Management Division

## TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

FOR DEPARTMENT USE ONLY	
Sale Number (XX – XXX – XX – XX)	
Forest Management Unit:	2

•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.							
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.							
•	All Information must be typed or printed except for written signatures.							
Ple	ease Check Appropriate Categories:							
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>							
2.	You must check one of the boxes below:							
A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.								
	B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).							
	C.   I certify that my business has a Worker's Compensation F days of the contract award.	Policy. I will provide an original Certificate of Insurance within 21						
3.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").							
	Full-time Employees	Part-time Employees						
Nam	me of Business	Federal ID (or) Social Security No.						
Addr	dress (	elephone )						
City	y State Z	IP						
I he	ereby certify that the above information is true and correct. I	agree to notify the Michigan DNRE of any changes that						

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

Date

occur in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

CADILLAC MANAGEMENT UNIT MANTON OFFICE

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

#### BROWN ASPEN (63-007-15-01) T23N, R06W, SEC. 01, Missaukee County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 27, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected

ojootou.								
PRODUC Pulpwood	TS & SPECIES	ESTIMATE	D UNITS*	ADVE	RTISED PRICE	BID PRICE		
•	d Aspen	1,310.00	Cords	\$	17.85 / Cord	\$	/ Cord	
	d Softwood	242.00	Cords	\$	7.70 / Cord	\$	/ Cord	
n additio	n, the successful bidder agree	s to purchase	the following specie	es at the	indicated advertise	ed price for a total val	lue of \$482.50 :	
	TS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADVE	RTISED PRICE			
Pulpwood Mixe	d d Hardwood	50.00	Cords	\$	9.65 / Cord			
	l volume is statistically estima ve bidders are urged to exami	-		-			ot subject to adjustr	nent.
understar	and that any or all bids may be nd that consideration and awar at and staffing subject to my co	rding a contract	ct will be based upo	n my pa	st performance and	d ability to complete t	•	
	Company or individual biddin	g:						
	Company representative's na	ame:						
	Address:							
	City:	State	e:	Zip:				
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.								
Individua	or company representative's	signature:				Date:		
Phone nu	mber :		Email (op	otional):_				



Title

Michigan Department of Natural Resources & Environment Forest Management Division

## TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

# FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX) Forest Management Unit:

	VERIFICATION OF WO	RKER'S DISABIL	ITY CO	VIPE	ENSATION ACT COMPLIANCE	
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed e	except for written s	ignature	<b>S</b> .		
PΙε	ease Check Appropriate Categories:					
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>					
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.    I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.    I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.    I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>					
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members				of <b>both</b> full-time and part-time employees, other you must enter "0").	
	Full-time Er	mployees			Part-time Employees	
Nam	ne of Business		Federal I	D (or)	r) Social Security No.	
Address			Telephor (	) )		
City		State	ZIP			
000	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative				notify the Michigan DNRE of any changes that ire operations.	

Date

#### **BID FORM**

#### <u>ASPEN PIPE (63-043-14-01)</u> T21N, R05W, SEC. 20, Missaukee County

In response to the notice of sale to be held 3:00 p.m. (local time) on July 27, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADVERTISED PRICE		BID PRICE	
Sawlogs						
Mixed Aspen	34.60	MBF	\$	93.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Aspen	221.00	Cords	\$	19.95 / Cord	\$	/ Cord
Red Maple	53.00	Cords	\$	12.15 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,608.40:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADV	ADVERTISED PRICE		
Sawlogs						
Balsam Fir	2.30	MBF	\$	30.00 / MBF		
Red Maple	4.60	MBF	\$	95.00 / MBF		
Red Oak	2.10	MBF	\$	182.00 / MBF		
Pulpwood						
Balsam Fir	51.00	Cords	\$	6.80 / Cord		
Paper Birch	17.00	Cords	\$	13.30 / Cord		
Red Oak	3.00	Cords	\$	15.60 / Cord		
White Pine	6.00	Cords	\$	16.75 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 26.89 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIAL SECU	RITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividual	or company representative's signatur	re:		Date:	
Phone nu	mber :	Email (c	ptional):		



Address

Title

City

Michigan Department of Natural Resources & Environment Forest Management Division

## TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

FOR DEPARTMENT USE ONLY	
Sale Number (XX – XXX – XX – XX)	
Forest Management Unit:	

•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.				
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation				
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul>				
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").				
	Full-time Employees Part-time Employees				
Nam	e of Business Federal ID (or) Social Security No.				

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

Telephone

ZIP

Signature of Owner or Authorized Representative

State

Date